

RECORDATION REQUESTED BY:

R. Timothy Estes, Esq.
Estes Closings, LLC.

Record and Return To:

Estes Closings, LLC.
2188 Parkway Lake Drive, Ste. 101
Hoover, AL. 35244

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2017 is made and executed between Deep South Partners, LLC., with an address of 270 Doug Baker Blvd., Ste. 253, Birmingham, AL. 35242 (referred to below as "Mortgagor") and Equity Trust, FBO Alison Walter IRA# [REDACTED], with an address of P.O. Box 451340, West Lake, OH. 44145 (referred to below as "Mortgagee") (Mortgagee being the same as "Lender").

MORTGAGE. Mortgagor and Mortgagee have entered into a Mortgage dated April 15, 2016 (the "Security Instrument") which was recorded in Shelby County, Alabama, as follows:

Recorded 04/28/2016, Instrument Number 20160428000140100, Judge of Probate, Shelby County, Alabama.

Legal Description: Lot 13, according to the Survey of Wilmington Place, as Recorded in Map Book 30, Page 23A & B, in the Probate Office of Shelby County, Alabama.

The Real Property mailing address is commonly known as 2035 Wilmington Place, Inverness, AL. 35242 (hereinafter referred to as the "Property").

MODIFICATION. Mortgagor and Mortgagee hereby modify the Security Instrument as follows:

The Security Instrument referenced above secures a Balloon Note for the Property originally dated April 15, 2016 and matures on March 15, 2017. The \$60,000.00 unpaid principal balance of the balloon note and the 12.000 % per annum interest rate secured by the Security Instrument remain unchanged. The maturity date of the Balloon Note is changed from March 15, 2017 to March 14, 2018 and this change in the maturity date as well as other terms specified in the original balloon note is evidenced by a Loan Modification Agreement executed by the Mortgagor and dated the same date as this Modification of Mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the Security Instrument shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by the Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Security Instrument as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the balloon note secured by the Security Instrument. It is the intention of Mortgagee to retain as liable all parties to the Security Instrument and all parties, makers and endorsers to the Balloon Note, including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification.

MODIFICATION OF MORTGAGE
(Continued)

ERRORS AND OMISSIONS. The parties agree that if deemed necessary by Mortgagee or any agent closing the loan, change in terms, or renewal in conjunction with this Modification ("the Loan"), Mortgagee or the agent may correct and adjust this document and any other documents executed in connection with the Loan ("Related Documents") on behalf of any other party, as if such other party were making the correction or adjustment, in order to correct clerical errors. A clerical error is information in a document that is missing or that does not reflect accurately another party's agreement with Lender at the time the document was executed. If any such clerical errors are material changes, the other party agrees to fully cooperate in correcting such errors within 30 days to the date of mailing by Lender of a request to do that. Any change in the documents after they are signed to reflect a change in the agreement of the parties is an "alteration" or "amendment", which must be in writing and signed by the party that will be bound by the change.

JURISDICTION. Except as otherwise provided, any legal action or proceeding arising out of or relating to the loan or other extension of credit secured by this instrument, or to enforce and defend any rights, remedies, or provisions contained in this instrument (a "Proceeding"), shall be instituted in the federal court for or the state court sitting in the county where Lender's office that made this loan is located. With respect to any Proceeding, brought by the Mortgagee, each of the other parties hereto, to the fullest extent permitted by law: (I) waives any objections that each such party may now or hereafter have based on venue and/or forum non conveniens of any Proceeding in such court; and (II) irrevocably submits to the jurisdiction of any such court in any Proceeding. Notwithstanding anything to the contrary herein, Mortgagee may commence legal proceedings or otherwise proceed against any other party in any other jurisdiction if determined by Mortgagee to be necessary in order to fully enforce or exercise any right or remedy of Mortgagee relating to this loan including without limitation realization upon collateral that secures this loan.

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND MORTGAGOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS EFFECTIVE AS OF MARCH 15, 2017 THOUGH THE PARTIES MAY EXECUTE THE MODIFICATION OF MORTGAGE PRIOR TO THE EFFECTIVE DATE.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

MORTGAGOR
DEEP SOUTH PARTNERS, LLC.

X 
By: Derek C. Lemke
Its: Sole Member

MORTGAGEE
EQUITY TRUST, FBO ALISON WALTER

X 
Trustee:

Prepared by:
R. Timothy Estes, Esq.
Estes Closings, LLC.
2188 Parkway Lake Drive
Hoover, AL. 35244

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MODIFICATION OF MORTGAGE
(Continued)

MORTGAGOR ACKNOWLEDGMENT

STATE of ALABAMA)

COUNTY of SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Derek C. Lemke, Sole Member of Deep South Partners, LLC, a Florida Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he, as such member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date..

Given under my hand and official seal this 3rd day of March, 2017.

Lori Wills
Notary Public, Alabama State At Large
My Commission Expires March 10, 2019

Lori Wills
Notary Public
My Commission Expires: 3/10/19

MORTGAGEE ACKNOWLEDGMENT

STATE of ALABAMA)

COUNTY of Madison)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Allison Walter, Trustee of the Equity Trust, FBO Alison Walter IRA#140440 whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he/she, as Trustee and with full authority as such Trustee, executed the same voluntarily for and as the act of said Trust on the day the same bears date.

Given under my hand and official seal this 15 day of March, 2017.

Katharine M. Williams
Notary Public
My Commission Expires:



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/17/2017 03:55:02 PM
\$111.00 CHERRY
20170317000091340

James W. Fuhrmeister

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NOTARY PUBLIC
KATHARINE M WILLIAMS
ALABAMA, STATE AT LARGE
My Commission Expires October 28, 2017

